

**DECISION**



**THE COMPTROLLER GENERAL  
OF THE UNITED STATES**  
WASHINGTON, D.C. 20548

29608

**FILE:** B-216698

**DATE:** October 22, 1984

**MATTER OF:** Commercial Movers, Inc.

**DIGEST:**

Protest that awardee will not comply with the wage rate and benefit provisions of the Service Contract Act is dismissed because enforcement of the Service Contract Act rests with the Department of Labor, and whether contract requirements actually are met is a matter of contract administration, which is a function of the contracting agency.

Commercial Movers, Inc. protests award to District Moving and Storage Company of a contract under solicitation No. MDA904-85-R-2002 issued by the Department of the Army for cartage and drayage services at Fort George G. Meade, Maryland.

Commercial Movers, Inc. contends that District Moving and Storage Company will not comply with the requirements of the Service Contract Act of 1965, as amended, 41 U.S.C. § 351 (1982), to pay all wages and fringe benefits required by the applicable wage determination contained in the solicitation.

The responsibility for the administration and enforcement of the Service Contract Act is vested with the Department of Labor, not GAO, and whether contract requirements are met is a matter of contract administration, which is the function of the contracting agency. Thus, we will not consider a protest that a contractor is not complying with the Act. Supreme Laundry Co., B-213269, Nov. 8, 1983, 83-2 CPD ¶ 543.

The protest is dismissed.

*Harry R. Van Cleve*  
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General Counsel

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